

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 612-14-2-6143-0022		PAGE 1 OF 40	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA261-14-Q-1232	
6. SOLICITATION ISSUE DATE 08-22-2014		7. FOR SOLICITATION INFORMATION CALL: a. NAME Jason T Hill		b. TELEPHONE NO. (No Collect Calls) 925-372-2386		8. OFFER DUE DATE/LOCAL TIME 08-29-2014 03:00 PM PST	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office (NCO) 21 VA Northern California HealthCare System 150 Muir Road, Bldg: AB7; Rm: AB701 Martinez CA 94553-4668				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 541620 SIZE STANDARD: 14 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO See Delivery Schedule and Statement of Work				16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office (NCO) 21 VA Northern California HealthCare System 150 Muir Road, Bldg: AB7; Rm: AB701 Martinez CA 94553-4668			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971			
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE: FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Contract for Lock Out / Tag Out Services Refer to Section B. for requirements in Statement of Work Offerors must adhere to instructions in Section E 52.212.1 INSTRUCTIONS TO OFFERORS and Section E 52.212.2 EVALUATION when submitting proposal. (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TRAUDEL L. HANEY CONTRACTING OFFICER		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00261 Traudel L. Haney

Department of Veterans Affairs

Network Contracting Office (NCO) 21

VA Northern California HealthCare System

150 Muir Road, Bldg: AB7; Rm: AB701

Martinez CA 94553-4668

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Monthly in arrears

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Department of Veterans Affairs

FMS-VA-2(101) Financial Services Center

PO Box 149971

Austin TX 78714-9971

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes . Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

B.3 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

(End of Clause)

B.4 Price/Cost Schedule**Item Information**

CLIN #	Description:	Unit Cost	Unit of Issue	Qty	Total Amount
01	<p>The Mather VA Medical Center (VAMC) located at 10565 Hospital Way, Mather, CA 95655, requires contractor support.</p> <p>1) identify all potential hazardous energy sources; 2) create an electronic index of equipment; 3) develop LOTO procedures and install visual procedure placards and energy source ID tags; 4) provide hands-on initial Annual formal and two more years of Annual Formal Training in conjunction with the new LOTO program that will cover LOTO regulations and the impact on personnel to satisfy OSHA requirement CFR 1910.147(c)(1); 5) install software listed in section 2.1.5 of this SOW and Supplies and Equipment listed in the Salient Characteristics SOW at Mather and Martinez VAMCs and; 6) perform Annual audits of LOTO procedures (CFR 1910.147(c)(1)). The purpose of this contract is to implement a standardized and comprehensive energy control lockout and tag out (LOTO) program at 10 VA Northern California Healthcare System (VANCHCS) Regional Sites in accordance with CFR 1910.147.</p> <p>POP: Sep 1 2014 – Aug 31, 2015</p>		JB	1	
02	<p>Option Year 1</p> <p>Annual Site Visits to all LOTO serviced facilities for Inspections, Audits, Training and Program Updates. Providing staff assistance and hands-on Formal Training in conjunction with the new LOTO program that will cover LOTO regulations and the impact on personnel to satisfy OSHA requirement CFR 1910.147(c)(1).</p> <p>POP: Sep 1 2015 – Aug 31, 2016</p>		JB	1	

03	<p>Option Year 2</p> <p>Annual Site Visits to all LOTO serviced facilities for Inspections, Audits, Training and Program Updates. Providing staff assistance and hands-on Formal Training in conjunction with the new LOTO program that will cover LOTO regulations and the impact on personnel to satisfy OSHA requirement CFR 1910.147(c)(1).</p> <p>POP: Sep 1 2016 – Aug 31, 2017</p>		JB	1	
04	<p>Brand Name or Equal Item</p> <p>Brand name: Brady Model: BBP85-31-KIT Manufacturer: Brady Other Information: includes BBP85 Printer with BBP31 Printer and Mark Ware Lean View Brady BBP85-31 Kit</p> <p>Brand name: _____ Model: _____ Manufacturer: _____ Other Information:</p> <p>Product literature / brochures shall accompany all submitted equal items. Agency is not responsible for locating or obtaining any information not identified in responses</p>		EA	2	
05	<p>Brand Name or Equal Item</p> <p>Brand name: Hewlett Packard Model: M451dw LaserJet Pro 400 Printer Manufacturer: Hewlett Packard Other Information: N/A</p>		EA	2	

	<p>Brand name: _____</p> <p>Model: _____</p> <p>Manufacturer: _____</p> <p>Other Information:</p> <p>Product literature / brochures shall accompany all submitted equal items. Agency is not responsible for locating or obtaining any information not identified in responses</p>				
06	<p>Brand Name or Equal Item</p> <p>Brand name: Jackson-Hirsch</p> <p>Model: JH 7300 Card Guard Laminator</p> <p>Manufacturer: Jackson-Hirsch</p> <p>Other Information: N/A</p> <p>Brand name: _____</p> <p>Model: _____</p> <p>Manufacturer: _____</p> <p>Other Information:</p> <p>Product literature / brochures shall accompany all submitted equal items. Agency is not responsible for locating or obtaining any information not identified in responses</p>		EA	2	
07	<p>Brand Name or Equal Item</p> <p>Brand name: Jackson-Hirsch</p> <p>Model: 9X11-14, package of 50, 14 mil tag lamination pouches</p> <p>Manufacturer: Jackson-Hirsch</p> <p>Other Information: Pouches are 9 x 11.5", to be used</p>		PG	1	

	<p>for laminating 8.5 x 11" papers.</p> <p>Brand name: _____</p> <p>Model: _____</p> <p>Manufacturer: _____</p> <p>Other Information:</p> <p>Product literature / brochures shall accompany all submitted equal items. Agency is not responsible for locating or obtaining any information not identified in responses</p>				
08	<p>Brand Name or Equal Item</p> <p>Brand name: Brady</p> <p>Model:</p> <p>100 assorted energy source identification tags</p> <p>Part # 13562 Quantity 2 (white material)</p> <p>Part #13510 Quantity 2 (black ribbon)</p> <p>Part # 13563 Quantity 2 (yellow material)</p> <p>Part # 130751 Quantity 1 (Danger signs)</p> <p>Part # B30C-4000-595-WT Quantity 2 (white material)</p> <p>Part # B30-R10000 Quantity 2 (black ribbon)</p> <p>Part # B30-25-595-ANSIWA Quantity 1 (warning signs)</p> <p>Part # B30C-2250-569-YL Quantity 2 (yellow material)</p> <p>Manufacturer: Brady</p> <p>Other Information: BBP85-31-Print Kit Supplies</p> <p>For Use with BBP 85 and 31 Printers with Markware Lean Software</p> <p>Brand name: _____</p> <p>Model: _____</p> <p>Manufacturer: _____</p>		PG	1	

	Other Information: Product literature / brochures shall accompany all submitted equal items. Agency is not responsible for locating or obtaining any information not identified in responses				
	<i>Supply Items Are Brand Name or Equal</i>	TOTAL			

LOCK OUT TAG OUT

PERFORMANCE WORK STATEMENT (VA261-14-Q-1232)

I. SUPPLIES AND EQUIPMENT SALIENT CHARACTERISTICS

(Brand Name or Equal)

GENERAL INFORMATION

1.1 The Mather VA Medical Center (VAMC) located at 10565 Hospital Way, Mather, CA 95655, requires contractor support to install support equipment listed below in section 2 of this SOW at Mather and Martinez VAMCs. The purpose of this contract is to implement a standardized and comprehensive energy control lockout and tag out (LOTO) program at 10 VA Northern California Healthcare System (VANCHCS) Regional Sites in accordance with CFR 1910.147.

2. SUPPLIES AND EQUIPMENT

2.1 As part of this contract, the VANCHCS will purchase necessary equipment to facilitate any changes to its LOTO program. The VANCHCS must have the ability to update any future LOTO process beyond the termination of this contract.

2.1.1 The following components will be required for (1) complete LO / TO system. A total of (2) complete systems are required, with (1) complete system delivered and installed to both the Mather and Martinez Facilities.

- a. **Brand Name Item:** 1 Kit--BBP85-31-KIT—including BBP85 Printer with BBP31 Printer and MarkWare Lean
 1. Printer must be a large-format, multi-color (capable of loading a minimum of 4 colors) printer for creating high-visibility, minimum of 4" to 10" wide signs and labels.
 - i. The Sign and Label Kit must be capable of a Stand-Alone and PC Connect function. Printer must be touch-screen interface and creates labels using MarkWare Lean Software. Must have an on board application for multiple label design capabilities for pipe marking, GHS, arc flash, right-to-understand labels, etc.
 2. The label printer must be capable of a Stand-Alone and PC Connected Operation creating labels, tags and pipe markers from a minimum of 0.5" up to 4" wide. Must have an easy-to-load feature for material cartridges (average time requirement to load of 15-20 seconds requiring no calibration) and must be capable of using a wide range of color tapes and ribbons.
 3. **Brand Name Item:** Markware Lean Software
 - i. PC Label Making Software must be capable of creating custom safety signs using a flexible software template that provides step-by-step guidance. Must be capable of printing safety and identification signage to include ANSI recommended Safety Signs & Labels, Lockout Tags, Pipe Markers, custom labels with bar codes and graphics.
 4. Package must include access to web based cloud system.
 5. Systems must be capable of providing deliverables of electronic index of equipment via CD reports in Microsoft Excel or Access format to be provided to the VA COR.
- b. **Brand Name Item:** 1 Each--HP LaserJet Pro 400 color Printer M451dw
 1. Prints professional-quality color documents with automatic two-sided, duplex printing. Print speeds up to 21 ppm letter.
- c. **Brand Name Item:** 1 Each--JH model 7300 laminator
 1. Needed to laminate tags and cards, plus any other paper as large as 11.5 x 17.5. This UL Listed laminator measures 8.2 x 16 x 4.5" (21 x 41 x 11cm) and has a 12.5" (32 cm) throat. Weight is 12 pounds (5.4 kg).
- d. **Brand Name Item:** 1 Each—Part # 9X11-14 packages include (50) 14 mil tag lamination pouches
 1. Pouches are 9 x 11.5", to be used for laminating 8.5 x 11" papers.
- e. 100 assorted energy source identification tags
- f. Miscellaneous print ribbons and labels required for BBP85-31-Kit.

• Part # 13562	Quantity 2 (white material)
• Part # 13510	Quantity 2 (black ribbon)
• Part # 13563	Quantity 2 (yellow material)
• Part # 130751	Quantity 1 (Danger signs)
• Part # B30C-4000-595-WT	Quantity 2 (white material)
• Part # B30-R10000	Quantity 2 (black ribbon)
• Part # B30-25-595-ANSIWA	Quantity 1 (warning signs)
• Part # B30C-2250-569-YL	Quantity 2 (yellow material)

II. (SERVICES)

1. GENERAL INFORMATION

1.1 The Mather VA Medical Center (VAMC) located at 10565 Hospital Way, Mather, CA 95655, requires contractor support for three years in these six major tasks: 1) identify all potential hazardous energy sources; 2) create an electronic index of equipment via a web-based cloud system and provide a Microsoft Excel or Access index product; 3) develop LOTO procedures and install visual procedure placards and energy source ID tags; 4) provide hands-on initial Annual formal and two option years of Annual Formal Training in conjunction with the new LOTO program that will cover LOTO regulations and the impact on personnel to satisfy OSHA requirement CFR 1910.147(c)(1); 5) install software listed in section 2.1.5 of this SOW and supplies and equipment listed in the Salient Characteristics SOW at Mather and Martinez VAMCs and; 6) perform initial annual audits of LOTO procedures (CFR 1910.147(c)(1)) with two option years. The purpose of this contract is to implement a standardized and comprehensive energy control lockout and tag out (LOTO) program at 10 VA Northern California Healthcare System (VANCHCS) Regional Sites in accordance with CFR 1910.147.

This Statement of Work (SOW) describes the requirements for a contractor to conduct the above mentioned six major tasks at the 10 VANCHCS sites that are listed in Section 8 below. It shall be the contractor's responsibility to comply with all applicable federal, state, local laws and regulations, and VA regulations as required.

1.2 Period of Performance: Base Year and Two Option Years of Audits, Training and Program Updates

1.3 Schedule/Work Hours: Work is required to be conducted during both business hours (M-F 8am-4:30pm, excluding federal holidays). Most work must also be performed within 24 hours of COR request. This estimates the number of support events needed during business hours.

1.4 Points of Contact:

Contracting Officer Representative (COR)

James A. Middleton

VANCHCS Lead Safety and Occupational Health Specialist

Mather VA Medical Center

916-843-9177

James.Middleton@va.gov

Alternate Contracting Officer Representative (COR)

Ryan Ngo

General Engineer (TCF)

Mather VA Medical Center

916-843-7187

Ryan.Ngo@va.gov

1.5 COR Duties and Responsibilities:

1.6 The Contracting Officer's Representative (COR) will monitor the overall implementation of the contract terms and will be assigned to interact with the contractor.

1.7 The COR reserves the right to inspect contractor performance in random inspections.

1.8 The COR will be responsible to certify invoices prior to payment by DFAS Austin.

1.9 The COR will be appointed by the Contracting Officer (CO) and a copy of the appointment letter outlining the responsibilities of the COR will be provided to the Contractor.

2.0 CONTRACTOR RESPONSIBILITIES:

Disclaimer: Work outside the scope of the contract shall not be performed unless authorized by the CO. The contractor shall communicate to the COR, immediately and in writing, the occurrence of any event that may require a contract modification. The contractor shall communicate any request for modification to the Contracting Officer and COR. No contract modification will be effective until the Contracting Officer has approved the modification, in writing, and the modification has been signed by both parties.

As mentioned previously, the five major components of this SOW are:

1. Identify all potential hazardous energy sources
2. Create an electronic index of equipment via a web-based cloud system that can be downloaded into a Microsoft Word or Excel product
3. Develop LOTO procedures and install visual procedure placards and energy source ID tags
4. Provide hands-on initial Annual formal and two option years of Annual Formal Training that will cover LOTO regulations and the impact on personnel to satisfy OSHA requirement CFR 1910.147(c)(1)
5. Install software listed in section 2.1.5 of this SOW and supplies and equipment listed in the Salient Characteristics SOW at Mather and Martinez VAMCs
6. Perform Annual audits of LOTO procedures (CFR 1910.147(c)(1)) with two option years

2.1 DEVELOPMENT OF COMPREHENSIVE LOCK OUT AND TAG OUT PROGRAM

2.1.1 The contractor will identify all potential hazardous energy sources such as primary movers, machinery and equipment from mechanical, hydraulic, pneumatic, chemical, electrical, thermal or other energy sources at 10 VANCHCS locations. See Section 8 below for locations.

- a. The Contractor will identify equipment and all related systems by examination to determine best machine LOTO steps.
- a. The Contractor and a Veterans Affairs mechanic, electrician, or equivalently qualified employee will review specific machines.

2.1.2 The contractor will create an electronic index of equipment for the 10 locations by entering all equipment and procedures into a web based system. In addition, the contractor will create an electronic index of equipment in Microsoft Excel or Access format and save it to a CD-ROM to provide to the VA COR. This same CD-ROM or another, depending on the file size, will contain all visual procedures as required in 2.1.3 below.

2.1.3 The contractor will develop LOTO procedures and install visual procedure placards and energy source ID tags at the 10 locations.

- a. The Contractor will create procedural steps outlining machine-specific procedures required to achieve a zero energy state. The Contractor will ensure that all energy isolation points are documented within the procedures. These procedures will include visual depictions as well as energy source type ID tags that look similar to those above.
- b. The procedures will include photographs for visual instruction and identification. The Contractor developed visual lockout procedure placards will allow any authorized employee to safely and quickly control machinery and prevent unexpected energizing, start up or release of stored energy.
- c. Contractor will print machine-specific LOTO procedures onto UV-resistant stock that is durably laminated, and securely mount them onto machinery. They will be similar to the Brady pictorial example above. Some locations will require weather-proof placards or signs and energy source type ID tags.
- d. The Contractor will install LOTO procedures (placards) and energy source ID tags positioned at optimal locations on equipment to ensure maximum visibility and usability. This will allow employees to de-energize machines, perform maintenance or set up, and then return to production faster than with any other procedure style.
- e. The Contractor Field Engineer and a VA qualified personnel will review specific procedures as a quality assurance check.

Note: Elevated or remote service disconnects not readily available for easy access will only be installed by Contractor if such install work can be completed pursuant to customers safety rules and regulations. Installation equipment (i.e. lifts or ladders) will be provided by customer.

2.1.4 Moreover, the Contractor will present a formal hands-on initial Annual Training Session for up to 40 employees in conjunction with the new LOTO program that will cover Lock out and Tag out regulations and the impact on personnel to satisfy OSHA requirement CFR 1910.147(c)(1). The contractor may present subsequent training courses for two more option years as determined by the VA.

- a. The training style should be uniquely “hands-on.” Training should start in a conference or break room, and then move to industrial areas where specific procedures are used as examples. Examples of the specific facility’s LOTO procedures and associated LOTO equipment must be utilized. In this manner, personnel become familiar with the procedures, and can practice LOTO skills just learned in the class

setting. This ensures a thorough comprehension by the operators of where to, when to, and how to lockout their equipment.

- b. A training session typically lasts between 1 and 2 hours and accommodates up to fifteen employees. Training typically takes place after the lockout program has been rolled out to the facility.
- b. Training materials consisting of handouts, graded quizzes, and electronic training files become property of the VA.

2.1.5 As part of this contract, the VANCHCS will purchase necessary software and equipment to facilitate any changes to its LOTO program. The VANCHCS must have the ability to update any future LOTO process beyond the termination of this contract. Thus, the contractor will provide and install one set of software listed below at Martinez and the other at Mather. Additionally, the contractor will install support equipment as listed in the Salient Characteristics SOW. The Contract Field Engineer will instruct Qualified Department of Veterans Affairs employees (i.e., from Occupational Health & Safety Dept., Maintenance Dept. and Management) will be trained in a training session in the use of the software. This software must include:

- Minimum of three years access to a web, cloud based system.
- MarkWare Lean type software that is purchased under the Salient Characteristics SOW

2.1.6 Annual Audit of Lockout Procedures (CFR 1910.147(c)(1)) with two option years--The VA and Contractor shall conduct an inspection of the energy control procedure **at least annually** at the 10 locations to ensure that the procedure and the requirements of this standard are being followed. Annual auditing shall be provided to satisfy this regulatory requirement. A **5-step audit** shall be implemented for each of the pieces of equipment.

Step 1: Ensure that procedures are on required assets and still intact.

Step 2: Confirm correct orientation of the procedure.

Step 3: Identify changes or inaccurate energy sources.

Step 4: Certify inspection by placing inspection label on procedure.

Step 5: Create process for any new items brought into the VA. This will count towards the 500 total pieces of equipment listed in Section 8 of this SOW.

Note: Audit cost to be set on a per piece of equipment basis to include travel and per diem

2.2 WRITTEN REPORTS

2.2.1 At an exit meeting, the point of contact (COR) and the Field Engineer will meet to formally conclude the project. In the meeting, copies of all procedures will be provided as backup to the electronically supplied files.

2.2.2 Specifically, the Contractor will deliver the electronic files for the 10 locations, required support equipment and software, lockout procedure templates, a binder containing additional copies of the procedures and provide a training session in the use of the software as well as on maintaining the new, comprehensive LOTO program.

3.0 CONTRACTOR PERSONNEL REQUIREMENTS AND QUALIFICATIONS

3.1 The contractor shall declare any conflicts of interest (i.e., financial or business relationships) between themselves and the abatement company.

3.2 All work described in this SOW shall be conducted by qualified personnel. Minimum qualifications consist of one of the following certifications:

- Occupational Health and Safety Technologist (OHST)
- Certified Safety Professional

or

- Holds an institutional degree(s) in Mechanical and/or Electrical Engineering

In addition, they must have a minimum of 3 years' experience in developing Lock Out-Tag Out procedures.

3.3 The contractor shall furnish and provide all equipment to meet applicable Occupational Safety & Health Administration (OSHA) regulations and guidelines. The contractor shall provide all necessary tools, sampling and analytical equipment, labels and Personal Protective Equipment (PPE) to perform the work safely, effectively, and timely.

4.0 IDENTIFICATION BADGES, PARKING, AND SMOKING POLICY

4.1 Badges: All Contractor personnel are required to wear identification (ID) badges when on VA property and surrounding grounds. Contractor ID badges must have an identification picture, name of the individual and the represented company depicted on it. VA badges will also need to be worn while on VA grounds and should be obtained through the VA Police Dispatch Center.

4.2 Parking on VA grounds: Contractor personnel are to park only in designated parking areas. Parking information is available from the VA Police Service. The VA will not invalidate or make reimbursement for parking violations of the Contractor's personnel under any circumstances.

4.3 Smoking: Smoking is not permitted within or around the SFVAMC facility, except in designated areas.

5.0 CONTRACTOR'S QUALITY CONTROL PROGRAM

5.1 The Contractor shall have a quality control program to assure all requirements of the contract are provided as specified and in accordance with commonly accepted commercial practices. The contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services. The contractor shall provide a Quality Control Plan within the first 30 days of contract performance and annually that supports the government's Quality Assurance Surveillance Plan (QASP) for this contract to include as a minimum:

5.2. Written work instructions/procedures, procedures and product descriptions to implement contractual obligations. The preparation and maintenance of, and compliance with, these instructions shall be audited as a function of the Contractor's Quality Program to assure compliance with or timely changes to the instructions. The COR shall receive document distribution for all formalized changes to the Contractor's Quality Control Program.

5.2 A method of early detection and correction of assignable conditions adverse to the quality of service, to include analysis or corrective action records (including customer complaints) in order to determine causes of defects. This method will include providing timely written explanation/documentation of the defectiveness and correction of cause in response to Government corrective action requests.

The COR will periodically review and monitor the Contractor's performance during contract period. The Contractor shall provide reports of work performed as required, and the COR will inspect the work as required.

6. QUALITY ASSURANCE SURVEILLANCE PLAN.

6.1. PURPOSE: The Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract and if applicable applies to subsequent task orders issued thereunder. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of services received.

6.2. AUTHORITY: Authority for issuance of this QASP is provided under Contract Terms and Conditions – Inspection and Acceptance, which provides for inspections and acceptance of the articles, services, and documentation called for in task orders to be accomplished by the Contracting Officer or his duly authorized representative. Additionally, under FAR 46.401 -- Government Contract Quality Assurance states (a) Government contract quality assurance shall be performed at such times (including any stage of manufacture or performance of services) and places (including subcontractors' plants) as may be necessary to determine that the supplies or services conform to contract requirements. Quality assurance surveillance plans should be prepared in conjunction with the preparation of the statement of work.

6.3. SCOPE: To fully understand the roles and the responsibilities of the parties, it is important to first define the distinction in terminology between the Quality Control Plan and the Quality Assurance Surveillance Plan. The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract and follow-on task orders. The Contractor develops and submits his Quality Control Plan (QCP) for Government approval in compliance with his contract deliverables. Once accepted, the Contractor then uses the QCP to guide and to rigorously document the implementation of the required management and quality control actions to achieve the specified results. The QASP on the other hand, is put in place to provide Government surveillance oversight of the Contractor's quality control efforts to assure that they are timely, effective and are delivering the results specified in the contract or task order. The QASP is not a part of the contract nor is it intended to duplicate the Contractor's QCP. The Government may provide the Contractor an information copy of the QASP as an Attachment to the solicitation to support the Contractor's efforts in developing a QCP that correlates with the Government's QASP.

7. SAFETY REQUIREMENTS: Refer to Section 3.3

8. COSTS, PRICING, AND INVOICING

8.1 This request for proposal is for:

- a. **300 & 50 Type 1** pieces requiring a machine specific LOTO procedure and;

- b. **100 & 50 Type 2** pieces requiring a machine specific LOTO procedure.

Note: See definition of types in 8.3 below to reference the equipment considered in this quote*.

The contractor shall not exceed the estimated quantity for any Contract Line Item Number (CLIN) without prior approval from the Contracting Officer.

8.2 The result is LOTO Service for:

- a. **300 & 50 Type 1** multiple energy-sourced pieces
b. **100 & 50 Type 2** multiple energy-sourced pieces

- 10535 Hospital Way Mather, CA 95655
- 5342 Dudley Blvd McClellan, CA 95652
- 103 Bodin Circle Fairfield, CA 94535
- 150 Muir Road Martinez, CA 94553
- 201 Walnut Ave. Vallejo, CA 94592
- 2221 MLK Jr. Way Oakland, CA 94612
- 525 21st Street Oakland, CA 94612
- 280 Cohasset Road Chico, CA 95926
- 351 Hartnell Ave. Redding, CA 96002
- 425 Plumas Street Yuba City, CA 95991

Note: The 500 pieces of equipment above includes new equipment for three years that will be installed in or purchased for planned facilities or facilities under construction at the time this contract is awarded.

8.3 Definition of Types of LOTO Equipment

* Equipment Type Definitions

Type 1 Equipment: Has multiple energy sources ranging from 2-6 sources.

Up to four pictures needed to clearly communicate the means to isolate and/or dissipate all energy entering the equipment and possibly retained after shutdown.

Type 2 Equipment: Equipment that has multiple energy sources ranging from 7-15 sources.

Up to six pictures are needed to clearly communicate the means to isolate and/or dissipate all energy entering the equipment and possibly retained after shutdown.

Type 0 Equipment: Generic; Like equipment, Make, Model, same color;

All energy source isolation points are in identical locations. No new photo required - exact duplicate of previously created procedure.

8.4 The Contractor shall submit any new invoices on a monthly basis. Invoices shall include Contract number, Veterans Affairs' Purchase Order number, Order Date, Performance Period, and Description of Services

provided with corresponding CLIN. Invoices shall only include services provided for a particular project and shall reference the appropriate Contract Line Item Number (CLIN) for each item being invoiced.

8.5 The above information shall be listed on all invoices, provided Veterans Health Administration has identified the appropriate numbers on its Purchase Order and indicated on the Purchase Order that the above references need to be referenced on the invoice.

9. TRAVEL

9.1 Travel and per diem are authorized on this contract in accordance with Joint Federal Travel Regulations:

- 10535 Hospital Way Mather, CA 95655
- 5342 Dudley Blvd McClellan, CA 95652
- 103 Bodin Circle Fairfield, CA 94535
- 150 Muir Road Martinez, CA 94553
- 201 Walnut Ave. Vallejo, CA 94592
- 2221 MLK Jr. Way Oakland, CA 94612
- 525 21st Street Oakland, CA 94612
- 280 Cohasset Road Chico, CA 95926
- 351 Hartnell Ave. Redding, CA 96002
- 425 Plumas Street Yuba City, CA 95991

10. SECURITY REQUIREMENTS AND CONSIDERATIONS

The contractor shall not access the VA computer network.

11. PERFORMANCE STANDARDS

Performance ID	Performance Requirement / Task (Ref: Para.)	Performance Standard
1	Identify all potential hazardous energy sources at 10 VANCHCS locations (Ref: 2.1.1)	All Lock-Out Tag-Out procedures and related work shall be developed by or conducted by qualified personnel in accordance with SOW para. 3.2.
2	Create an electronic index of equipment (Ref: 2.1.2)	Ability to input information into a Microsoft Access or Excel product and the ability to provide/upload all information into a web based

		product for all 10 locations.
3	Develop LOTO procedures and install visual procedure placards and energy source ID tags (Ref: 2.1.3)	Ability to develop and install placards and tags at all 10 locations.
4	Provide hands-on initial Annual formal and two option years of Annual Formal Training that will cover LOTO regulations and the impact on personnel to satisfy OSHA requirement CFR 1910.147(c)(1) (Ref: 2.1.4)	Ability to provide hands-on training at a central location such as Mather or Martinez.
5	Install software listed in section 2.1.5 of this LOTO Service SOW and supplies and equipment in the Salient Characteristics SOW at Mather and Martinez VAMCs (Ref: 2.1.5 and Salient Characteristics SOW)	Ability to provide needed equipment, software and supplies at the inception of the program.
6	Perform Annual audit of LOTO procedures (CFR 1910.147(c)(1)) (Ref: 2.1.6) with two option years.	Follow 5-step process in Section 2.1.6 and provide written report within two weeks of results.

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2014)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;

- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to

officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.2 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.3 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or

negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of California. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

(End of Addendum to 52.212-4)

C.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT-- SERVICES	MAR 1989
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.237-3	CONTINUITY OF SERVICES	JAN 1991
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012

C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed .

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: Att. A - LOTO Estimated Workload Breakdown.

See attached document: Att. B - LOTO QASP.

See attached document: Att. C - LOTO - PPI Survey.

See attached document: Att. D - LOTO - Contractor Personnel Security Req.

See attached document: Att. E - WD_No.2005-2069_Rev._13_dtd_06_19_2013.

See attached document: Att. F - WD_No.2005-2055_Rev._15_dtd_06_19_2013.

See attached document: Att. G - WD_No.2005-2051_Rev._13_dtd_06_19_2013.

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (FEB 2012)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is

the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the CCR database through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code for this acquisition is **541620** and the small business standard size is **\$14.0** million for this NAICS code.

(b) Period for acceptance of offers: The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) Submission of offers:

(1) Electronic Submissions is the preferred method: Offerors shall email their proposals to jason.hill@va.gov and must have the solicitation number indicated in the Subject line. Files must be readable using Microsoft Office 2007 or later: Word Document (Doc or Docx) and Excel. Files in Adobe* PDF Files – when scanning documents, scanner resolution should be set at least 200 dots per inch (dpi). Zipped files are not acceptable.

(2) All mailed or hand-carried offers shall include the solicitation number on the envelope. This is the least preferred method of submitting offers. Offerors shall submit signed and dated offers by mailing the proposal to: **ATTN: Jason Hill, NCO 21, Bldg: AB7 Rm: AB701, 150 Muir Road, Martinez, CA 94553**, to arrive no later than the date and time specified in Block 8, SF 1449.

(3) Follow the proposal preparation instructions as given in the solicitation and prepare your response by providing the requirement and supporting documents. Offerors must be registered in the System for Award Management (SAM) <https://www.sam.gov> and have a DUNS number. (Duns & Bradstreet) Service Disabled Veteran Owned and Veteran Owned Small Business must be registered with VETBIZ (<http://vip.vetbiz.gov>) in accordance with Public Law 109-461.

(4) Timeliness. Make note of the solicitation closing date and time listed on the first page of the solicitation.

(d) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the date and time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 4:30 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government facility designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government facility includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may

be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(e) Instructions for Preparation and Submission of Proposals

Proposal Format and Content - The offer must have a title page identifying the offeror, the solicitation number and the contents as outlined below. The Offer must be complete, self-sufficient and respond directly to the requirements of the solicitation. A page is defined as one face of an 8 ½" x 11" sheet of bond paper (not cardboard material) containing information and typing shall not be less than 11 font size. DO NOT BIND DOCUMENTS with Wire-binding or Twin-binding.

(1) Volume One – Technical Capabilities Proposal: Pages exceeding the page limitations set forth in the section will not be read or evaluated, and will be removed from the offer. Offerors will describe and provide information on their company's ability to provide the required services as per the Statement of Work and meet all required performance standards described.

Offeror will provide proposed Quality Control Plan and describe their ability to provide continuous quality support as described in the Statement of Work, Performance Standards and the Government Quality Assurance Surveillance Plan.

This volume may not exceed 30 pages (to include Cover/Title Page, Table of Contents, Acronym List, PWS Compliance Matrix and Cross-Reference).

(2) Volume Two – Personnel Qualifications: Offeror shall identify the names of key personnel (providing resumes) and the methods to be used to fill other personnel positions with qualified and experienced technical personnel throughout the contract period. Offeror shall describe relevant technical qualifications, currency of skills, and required experience of key personnel (Lead / Supervisor / Program Manager) and the correlation of key personnel to the work requirements; estimated labor hours for each task and/or subtask in the PWS; and total estimated hours proposed for each labor category. The Offeror shall provide resume(s) for key personnel; these pages will count toward the limit.

This volume may not exceed 30 pages. Offerors may submit supporting documentation (i.e., resumes, staff matrix, contingency hire letters, etc.), however, the total combined submission shall not exceed 30 pages.

(3) Volume Three – Past Performance: Provide at least three, and not more than five, recent and relevant references that are likely to respond to our request for information regarding your past performance. Your reference list shall not exceed ten (10) pages and shall contain references information. Send the survey/template to your references to be completed and email/scan/fax directly to jason.hill@va.gov.

Recommend that you write/type on the survey your company's Name/Address/POC information, phone numbers and valid email address.

(4) Volume Four – Pricing and Administrative issues shall contain the following:

A. Standard Form (SF) 1449 shall be submitted fully completed. The SF 1449 must contain an original signature in Block 30(a) of the form. The contractor shall acknowledge all amendments to the solicitation that may be issued.

B. Price/Delivery Schedule shall be submitted fully completed and error free. This document shall be submitted as a separate document. Do not scan it with the SF1449. Price Schedule shall contain prices for the established Contract Line Item Numbers (CLINs) set forth in the section to include prices for the Period of Performance.

E.2 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

E.3 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)

E.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Provision)

E.5 52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of Provision)

E.6 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008)

(Note: as used in this clause, the term "brand name" includes identification of products by make and model.)

(a) If items called for by this invitation for bids have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and are determined by the Government to meet fully the salient characteristics requirements listed in the invitation.

(b) Unless the bidder clearly indicates in the bid that the bidder is offering an "equal" product, the bid shall be considered as offering a brand name product referenced in the invitation for bids.

(c)(1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the invitation for bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his/her bid as well as other information reasonably available to the purchasing activity. CAUTION TO BIDDERS. The purchasing activity is not responsible for locating or securing any information that is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his/her bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the purchasing activity to:

(i) Determine whether the product offered meets the salient characteristics requirement of the Invitation for Bids, and

(ii) Establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.

(2) If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he/she shall:

(i) Include in his/her bid a clear description of such proposed modifications, and

(ii) Clearly mark any descriptive material to show the proposed modifications.

(3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

The clause entitled "Brand name or equal" applies only to the following line items:

Line Items: 04-08

LINE ITEM: 4 / BRAND NAME: BRADY / MODEL: BBP85-31-KIT

LINE ITEM 5: / BRAND NAME: HEWLETT PACKARD / MODEL: M451DW LASERJET PRO 400 PRINTER

LINE ITEM 6 / BRAND NAME: JACKSON-HIRSCH / MODEL: JH 7300 CARD GUARD LAMINATOR

LINE ITEM 7 / BRAND NAME: JACKSON-HIRSCH / MODEL: 9X11-14, PACKAGE OF 50, 14 MIL TAG

LINE ITEM 8 / BRAND NAME: BRADY / MODEL: 100 ASSORTED ENERGY SOURCE IDENTIFICATION TAGS

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.217-5	EVALUATION OF OPTIONS (End of Addendum to 52.212-1)	JUL 1990

E.2 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

- a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation is determined to be the **Lowest Price Technically Acceptable**. The Government's Technical Evaluation Board (TEB) will evaluate the offeror's technical proposals on a **meets/ does not meet/ exceeds basis**. The Government intends to award the resulting contract without discussions with respective offerors. Offeror's initial proposal should contain the best terms from a price and technical standpoint. The Government, however, reserves the right to conduct discussions if deemed in its best interest. Furthermore, if discussions are to be conducted, the Government will establish a competitive range comprised of the most highly rated proposals. The following factors shall be used to evaluate offers:

b) Evaluation Factors

1. Technical Capabilities Factor

During evaluation of each proposal, the Contracting Officer and Technical Evaluation Board (TEB) will access each area of the Technical Information Package to ensure the offeror meets or exceeds the standards set forth in the solicitation document. Offeror will be assigned rating of **meets/ does not meet/ or exceeds requirements**.

- a. Submit a detailed technical proposal that outlines the contractor's plan for meeting all requirements included in the Statement of Work Performance Work Statement. Proposals should thoroughly provide and describe information regarding their company's ability to provide the required services as per the Statement of Work and meet all required performance standards described.

- b. Provide a Quality Control Plan (QCP) that shows how the company plans to execute the surveillance, acceptance, rejection, and documentation of all work along with resolution of deficiencies.
- c. Provide a contingency plan that insures services are provided on a timely basis.

Provide the names of any subcontractor that will be utilized during the performance of this contract along

This factor may not exceed 30 pages (to include Cover/Title Page, Table of Contents, Acronym List, PWS Compliance Matrix and Cross-Reference).

Ratings	Description
Meets Requirements	Proposal clearly meets all the requirements of the solicitation.
Does not Meet Requirements	Proposal does not clearly meet all the requirements of the solicitation.
Exceeds Requirements	Proposal exceeds all or most of the requirements of the solicitation.

2. Personnel Qualifications

Offeror shall identify the names of key personnel (providing resumes) and the methods to be used to fill other personnel positions with qualified and experienced technical personnel throughout the contract period. Offeror shall describe relevant technical qualifications, currency of skills, and required experience of key personnel (Lead / Supervisor / Program Manager) and the correlation of key personnel to the work requirements; estimated labor hours for each task and/or subtask in the PWS; and total estimated hours proposed for each labor category.

The Government will evaluate the proposed personnel to ensure that they have at least five (5) years of experience or equal and expertise for relevant services and projects, and shall be otherwise qualified to perform the work described herein. The Offeror shall provide resume(s) for key personnel.

This factor may not exceed 30 pages. Offerors may submit supporting documentation (i.e., resumes, staff matrix, contingency hire letters, etc.), however, the total combined submission shall not exceed 30 pages.

Ratings	Description
Meets Requirements	Proposal clearly meets all the requirements of the solicitation.
Does not Meet Requirements	Proposal does not clearly meet all the requirements of the solicitation.
Exceeds Requirements	Proposal exceeds all or most of the requirements of the solicitation.

3. Past performance

Past performance will be evaluated based on responses of references provided by each offeror. The Government may contact the offeror's references for information and may review the performance ratings on file for prior Government projects the offeror has performed. Past performance information obtained from sources other than

those provided by the offeror may be used. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror will receive a "neutral" rating and will not be evaluated favorably or unfavorably for past performance. Offerors will be receive either a "neutral", "meets" or "does not meet" rating for this factor.

- a. References will be contacted and information sought to verify the service provided by the contractor for the reference, the period of performance, the quality of the contractor's performance, and any issues that may have occurred during contract performance.
- b. Provide a list of at least three (3) current (within the past three years) or recent contracts/agreements for the same or similar services being sought. At a minimum, provide the name and address of the facility, point of contact name, phone number, and e-mail address.
- c. **PLEASE NOTE:** Past Performance Surveys may be submitted by references. Completed Surveys must be signed and emailed directly to the Contracting Officer at jason.hill@va.gov by the Offer Due Date of **29 AUG 2014**. If a survey is received late or not received at all by the Contracting Officer, the reference will not be considered.

Ratings	Description
Neutral	Offeror without a record of relevant past performance or for whom information on past performance is not available
Meets Requirements	Based on the OFR's performance/delivery record, the GOV has a reasonable expectation that the OFR will successfully perform/deliver the required effort, or the OFR's performance record is unknown. (See note below.)
Does not Meet Requirements	Based on the OFR's performance/delivery record, the GOV has no reasonable expectation that the OFR will be able to successfully perform/deliver the required effort.

Note: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

Sources of Past Performance Information for Evaluation. Sources are as follows:

- Past performance information may be provided by the Offeror, as solicited.
- Past performance information may be obtained from questionnaires tailored to the circumstances of the acquisition.
- Past performance information shall also be obtained from any other sources available to the Government to include, but not limited to, CPARS, PPIRS, EPLS, or other databases; interviews with Program Managers, Contracting Officers, and Contracting Officer Representatives.
- The Contract Specialist will review this past performance information and determine the quality and usefulness as it applies to performance competence assessment.

This factor may not exceed 10 pages (does not include Past Performance Surveys).

4. Price:

This factor will be evaluated by the Contracting Office to determine if it is fair and reasonable. Offers that are not technically acceptable cannot be selected, regardless of price. This criterion evaluates the overall price to determine if the proposed price is fair and reasonable. The Government may determine an offer unacceptable if the proposed price is materially unbalanced which is defined as significantly understated or overstated in relation to the actual cost of the required work or when the price is determined not to be fair and reasonable. The Government will evaluate if the Offeror demonstrates price reasonableness by comparing the fixed-price hourly rates offered to commercial prices for similar services, historical contract data, historical data obtained from other Government agencies, or printed commercial price lists found on the open market or through GSA. Price will be evaluated but not rated.

Aggregate Price (the sum of all five years) will be evaluated by the Contracting Officer to determine if the proposed price is fair and reasonable. Price will not be rated.

- c. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

